

SERIAL 05081 IGA SIGN LANGUAGE INTERPRETING SERVICES

DATE OF LAST REVISION: July 03, 2006

CONTRACT END DATE: July 31, 2006

CONTRACT PERIOD BEGINNING MAY 23, 2005
ENDING ~~APRIL JUNE 30~~ JULY 31, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **SIGN LANGUAGE INTERPRETING SERVICES**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona State Procurement Office Contract AD020097. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code NIGP 96146 {B0602643}

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



Uniform Terms and Conditions

Contract No.: AD020097-001

Vendor: Arizona Interpreting Service

PAGE
2
OF
16

State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- B. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. *"Contractor"* means any person who has a Contract with the State.
- E. *"Days"* means calendar days unless otherwise specified.
- F. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. *"Offer"* means bid, proposal or quotation.
- I. *"Offeror"* means a vendor who responds to any type of Solicitation.
- J. *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. *"Solicitation"* means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. *"Solicitation Amendment"* means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- N. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

2. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform Terms and Conditions;
 - 3. Statement or Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.



Uniform Terms and Conditions

Contract No.: AD020097-001

Vendor: Arizona Interpreting Service

PAGE
3
OF
16

State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract administration and operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this Contract. The State shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

4. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations.
- C. Applicable Taxes.
1. Payment of Taxes by the State. The State shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 4. IRS W9 Form. In order to receive payment under any resulting Contract, Contractor shall have a current IRS W9 Form on file with the State of Arizona.



Uniform Terms and Conditions

Contract No.: AD020097-001

Vendor: Arizona Interpreting Service

PAGE

4

OF
16

State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

5. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.

5. Contract changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
- Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - Force Majeure shall not include the following occurrences:
 - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
 - If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.



Uniform Terms and Conditions

Contract No.: AD020097-001

Vendor: Arizona Interpreting Service

PAGE
5
OF
16

State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

1. Of a quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials are used;
3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

E. Year 2000.

1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.

G. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

H. Survival of Rights and Obligations after Contract Expiration or Termination.

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.



Uniform Terms and Conditions

Contract No.: AD020097-001

Vendor: Arizona Interpreting Service

PAGE
6
OF
16

State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

8. State's Contractual Remedies

- A. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.
- B. Stop Work Order.
1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- B. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- C. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and



Uniform Terms and Conditions

Contract No.: AD020097-001

Vendor: Arizona Interpreting Service

PAGE
7
OF
16

State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

F. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Comments Welcome**. The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to the State Procurement Administrator, State Procurement Office, 15 South 15th Avenue, Suite 103, Phoenix, Arizona, 85007.



Pricing Schedule

State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

Contract No.: AD020097-001

Vendor: Arizona Interpreting Service

PAGE
8
OF
16

The offeror shall provide firm, fixed hourly and daily rates for interpreter services and/or real time captioning services they propose to provide as specified within the Scope of Work.

- | | | Requested
More than
4 Days in
<u>Advance</u> | Requested
4 Days to
+24 Hrs in
<u>Advance</u> | Requested
Less than
24 Hrs in
<u>Advance</u> |
|--|--|---|--|---|
|--|--|---|--|---|
- Sign Language Interpreter Hourly Rate (per assigned interpreter)
Monday through Friday, 7:00 AM to 6:00 PM

Certification:
 - 1.1 IQAS \$42 /Hr \$44 /Hr \$63 /Hr
 - 1.2 RID \$42 /Hr \$44 /Hr \$63 /Hr
 - 1.3 NAD \$42 /Hr \$44 /Hr \$63 /Hr
 - 1.4 _____ \$_____/Hr \$_____/Hr \$_____/Hr
 - 1.5 _____ \$_____/Hr \$_____/Hr \$_____/Hr
 - Sign Language Interpreter Hourly Rate (per assigned interpreter)
Monday through Friday, 6:00 PM to 7:00 AM, weekends and holidays

Certification:
 - 2.1 IQAS \$42 /Hr \$44 /Hr \$63 /Hr
 - 2.2 RID \$42 /Hr \$44 /Hr \$63 /Hr
 - 2.3 NAD \$42 /Hr \$44 /Hr \$63 /Hr
 - 2.4 _____ \$_____/Hr \$_____/Hr \$_____/Hr
 - 2.5 _____ \$_____/Hr \$_____/Hr \$_____/Hr
 - Sign Language Interpreter Daily Rate (per assigned interpreter).
For assignment exceeding 6 hours in one day.
 - A. Monday through Friday

Certification:
 - 3.1 IQAS \$42 /Hr \$44 /Hr \$63 /Hr
 - 3.2 RID \$42 /Hr \$44 /Hr \$63 /Hr
 - 3.3 NAD \$42 /Hr \$44 /Hr \$63 /Hr
 - 3.4 _____ \$_____/Hr \$_____/Hr \$_____/Hr
 - B. Monday through Friday

Certification:
 - 3.5 IQAS \$42 /Hr \$44 /Hr \$63 /Hr
 - 3.6 RID \$42 /Hr \$44 /Hr \$63 /Hr
 - 3.7 NAD \$42 /Hr \$44 /Hr \$63 /Hr
 - 3.8 _____ \$_____/Hr \$_____/Hr \$_____/Hr



Pricing Schedule

State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

Contract No.: AD020097-001

Vendor: Arizona Interpreting Service

PAGE
9
OF
16

Request
More than
4 Days in
Advance

Request
4 Days to
+24 Hr in
Advance

Request
Less than
24 Hr in
Advance

4. Rates for the provision of oral interpreting services (per assigned interpreter):

A. Monday through Friday, 7:00 AM to 6:00 PM **NOT APPLICABLE**

4.1	Hourly Rate	\$_____	\$_____	\$_____
4.2	Minimum Hours	_____	_____	_____
4.3	Daily Rate	\$_____	\$_____	\$_____

B. Monday through Friday, 6:00 PM to 7:00 AM, weekends and holidays **NOT APPLICABLE**

4.4	Hourly Rate	\$_____	\$_____	\$_____
4.5	Minimum Hours	_____	_____	_____
4.6	Daily Rate	\$_____	\$_____	\$_____

5. CDI Rate (per assigned interpreter) **NOT APPLICABLE**

A. Monday through Friday 7:00 AM to 6 PM \$_____ \$_____ \$_____

B. Monday through Friday 6:00 PM to 7:00 AM, weekends and holidays \$_____ \$_____ \$_____

6. "Educational Interpreters" Rate (per assigned interpreter)

A. Monday through Friday 7:00 AM to 6:00 PM \$42 \$44 \$63

B. Monday through Friday 6:00 PM to 7:00 AM, weekends and holidays \$42 \$42 \$42

7. Real Time Captioning Rate (Offeror provides equipment) **NOT APPLICABLE**

A. Monday through Friday 7:00AM to 6:00 PM \$_____/Min \$_____/Min \$_____/Min

B. Monday through Friday 6:00 P.M. to 7:00 A.M, weekends and holidays \$_____/Min \$_____/Min \$_____/Min

8. "Sign Out" TV program Interpreters (per interpreter) \$_____ per 2-1/4 Hr. taping session

9. Hourly rate applicable to travel time: \$42. per hour of travel time



Pricing Schedule

State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

Contract No.: AD020097-001

Vendor: Arizona Interpreting Service

PAG
E
10
OF
16

10. Increase during the initial contract period, after the contract has been in effect one full year:

3 % Maximum increase against the original contract price.

5 % Maximum increase against the original contract price.

11. In the event the State exercises its option to renew the contract for additional periods pursuant to the applicable provisions in Part Three of this document, the offeror should provide the maximum percentages of increase or minimum percentage of decrease for each renewal period in the spaces below. The offeror is cautioned that the percentages shall be computed against the **ORIGINAL contract price** for each renewal period. If the following blanks are not completed, prices during renewal periods shall be the same as during the original. Further, the offeror is advised that the State of Arizona does not automatically grant any increase at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal. The requested increase shall be open to discussion and a factor in the decision on whether to renew the contract.

1st Renewal Period _____ 7 _____ % Maximum Increase

2nd Renewal Period _____ 10 _____ % Maximum Increase

AUTHORIZED SIGNATURE

DATE



Special Terms and Conditions

State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

Contract No.: AD020097-001

PAGE
11

Vendor: Arizona Interpreting Service

OF
16

PART FIVE

SPECIAL TERMS AND CONDITIONS

1. **Contract:** The Contract between the State of Arizona and the Contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the Contractor in response to the RFP including any Best and Final Offer. In the event of a conflict in language between the two documents referenced above, the provisions and requirement set forth and/or referenced in the RFP shall govern. However, the State reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matter not affected by written clarification, if any, the RFP shall govern.
2. **Term of Contract:** The term of the contract shall commence on the first day of the month following the contract award date and shall continue for a period of three (3) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
3. **Contract Renewal:** The contract shall not bind nor purport to bind, the State for any contractual commitment in excess of the original contract period. The State Procurement Office shall have the right, at its sole option, to renew the contract for two (2) one-year periods or a portion thereof. If the State Procurement Office exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the prices stated in the original contract shall not be increased in excess of the maximum percentage of increase stated on the Pricing Schedule attached to this document.
4. **Usage Reports:** The contractor shall furnish the State a quarterly usage report (due by the 15th of the month after the quarter ends) detailing the following information: Ordering agency, total number of hours utilized by interpreter level as detailed in the RFP, billing rate, and the total dollars billed to each ordering agency.
5. **Estimated Usage:** The contract shall be on an as needed, if needed basis. The State makes no guarantee as to the number of hours required.
6. **Pricing:**
 - 6.1 Pricing must be submitted in an all inclusive hourly basis for normal work hours of Monday through Friday, 7:00 A.M. to 6:00 P.M. and overtime rates for Monday through Friday 6:00 P.M. to 7:00 A.M., weekends and holidays. The State Agency will not reimburse any item other than the all inclusive hourly rate multiplied times the number of hours actually worked to the nearest quarter hour and those items identified in paragraph 6.2, below.
 - 6.2 When requested in writing by the State Agency to perform work that requires overnight accommodations, the State Agency will reimburse the Contractor in accordance with the current rates specified in the Rules and Regulations applicable to State Employee's travel. The Contractor shall itemize all per diem and lodging charges.
 - 6.3 The industry standard of a two (2) hour minimum shall be paid for assignments with the following exceptions:
 - 6.3.1 If the interpreter(s) do not stay for the full two (2) hours, pricing shall be for the two-hour minimum minus a 25% reduction.
 - 6.3.2 Educational interpreters shall be paid for a one-hour minimum when they are utilized at an educational institution.
 - 6.4 Contractor requests for price increases shall be submitted for consideration between March 15th and April 1st, and shall become effective on July 1st. The percentage of increase cannot exceed that submitted on the Contractors pricing schedule for that contract and renewal period and shall be subject to discussion.
 - 6.5 The Mentor shall be paid their regular rate plus an additional wage of 20% of their regular rate.
 - 6.6 The Mentee shall receive an hourly rate training rate of the minimum wage rate per hour.



Special Terms and Conditions

Contract No.: AD020097-001

PAGE
12

Vendor: Arizona Interpreting Service

OF
16

State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

7. Payment:

- 7.1 The Contractor shall submit an invoice monthly directly to the office of the service requester that includes date of service, time expended, work performed, requesters name, interpreters name and certification level, client name or situation, applicable rate and any appropriate travel expenses. The State reserves the right to request from the Contractor the assignment verification forms for any invoice listing. The State Agency shall process the claim for prompt payment in accordance with the standard operating procedures of the State.
- 7.2 In the event that an interpreter is requested by the State Agency and then sent home by the State Agency, the State Agency will pay the Contractor for the number of hours for which the Contractor pays the interpreter, up to a maximum of four (4) hours. The State Agency will not make any payment for extra interpreters sent by the Contractor that were not requested by the State Agency. In addition, the State Agency will not make payment for an interpreter who is sent home due to a failure to adhere to the State Agency's directions or security regulations, or to an interpreter who demonstrates that they are not qualified to perform the duties required.

8. Confidentiality of Records: The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the State. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

9. Licenses: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor.

10. Key Personnel: It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor shall not remove the key individuals without prior written notification to and approval of the State Procurement Office. Once assigned to work under the contract, interpreters shall not be removed or replaced without the prior written approval of the State Agency.

11. Cancellation: The State Procurement Office reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State Procurement Office will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

- 11.1 The Contractor provides personnel that do not meet the requirements of the contract.
- 11.2 The Contractor fails to perform adequately the services required in the contract.
- 11.3 The Contractor attempts to impose on the State, personnel which are of an unacceptable quality.
- 11.4 The Contractor fails to furnish the required services within the time stipulated in the contract.
- 11.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.
- 11.6 If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the State may cancel the contract. If the State Procurement Office cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

12. Insurance: Prior to commencing services under this contract, the Contractor must furnish the State Procurement Office certification from insurer(s) for coverage in a company or companies lawfully authorized to do business in the State of Arizona and rated at least A VII in the current A.M. Best's, the minimum coverage amounts as stated below. The coverage shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other Contractor obligations.



Special Terms and Conditions

State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

Contract No.: AD020097-001

PAGE
13

Vendor: Arizona Interpreting Service

OF
16

- 12.1 Commercial General Liability with minimum limits of \$1,000,000.00 per occurrence, and an impaired products and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:
- Bodily Injury;
Broad Form Property Damage (including completed operations);
Personal Injury;
Blanket Contractual Liability;
Fire Legal Liability.
- 12.2 Business Automobile Liability, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract.
- 12.3 Workers Compensation and Employers Liability insurance as required by the State of Arizona Workers Compensation statutes, as follows:
- Workers Compensation (Coverage A): Statutory Arizona benefits;
Employers Liability (Coverage B): \$ 500,000 each accident;
\$500,000 each employee/disease;
\$1,000,000 policy limit/disease.
- 12.4 Policy shall include endorsement for All State coverage for state of hire.
- 12.5 EXCEPTIONS: A Sole Proprietor Waiver shall be used for contractors who fit this category.
- 12.7 The State of Arizona (Agency) may, at its sole discretion, also require Professional Liability Insurance with minimum limits of \$1,000,000 (Each Claim and/or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of \$1,000,000 with respect to this contract. Retroactive Liability Date (if applicable to Claims-Made coverage) shall be the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- 12.8 The State of Arizona shall be named as an Additional Insured as their interests may appear.
- 12.9 The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.
- 12.10 The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.
- 12.11 Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverage's. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverage's afforded will not be canceled until at least 30 days prior written notice has been given to the State of Arizona. All coverage's, conditions, limits and endorsements shall remain in full force and effect as required in this contract.
- 12.12 Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all moneys so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any moneys due to the contractor. Costs for coverage's broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverage's shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.



Special Terms and Conditions

Contract No.: AD020097-001

PAGE
14

Vendor: Arizona Interpreting Service

OF
16

State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

- 12.13 Within fifteen (15) days following notification of award, certificates of insurance must be submitted to the Arizona Department of Administration, 1700 W. Washington, Room 210, Phoenix, Arizona 85007 Attention Judith Hakalmazian, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the contract.
13. Multiple Awards: In order to ensure adequate coverage of the requirements of various user agencies, multiple awards may be made.
14. Amendments: Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the State Procurement Office of the State of Arizona. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractors' compensation if applicable and entitled as an "Amendment", and signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.
15. Post Award Meetings: Upon award, any or all contractors shall avail themselves to participating in post award meeting with State users and buyers in the metropolitan Phoenix at least once during each contract year to discuss mutual contractual responsibilities, performance related items and certifications.
16. Price Increase During the Initial Contract Period (After One Year): The Contractor may, after the contract has been in effect for one full year, submit a fully documented request for a price increase between April 1st and April 30th to the Department of Administration Purchasing Division for review and consideration. The request shall not exceed the maximum percentage of increase submitted on the Pricing Schedule and shall be open to discussion. The State will only consider requested price increases and will not automatically grant those increases stated on the Pricing Schedule. Approved price increases shall become effective on July 1st of that year.

End of Contract AD020097 - 001 Document



Contract No.: AD020097-001-A4
Contract Name: Sign Language Interpreting Services
Contractor: Arizona Interpreting Service, Inc
Pricing Current: As of February 22, 2005

Hourly rate requested more than 4 days in advance: \$45 per hour

Hourly rate from 6 AM to 7PM. \$45 per hour

Hourly rate on weekends and holidays: \$47 per hour

Hourly rate requested 4 days to +24 hours in advance: \$47 per hour

Hourly rate requested 24 to 0 hours in advance: \$67 per hour



Contract No.: AD020097-003-A4
Contract Name: Sign Language Interpreting Services
Contractor: Catholic Community Services dba Valley Center of the Deaf
and Community Outreach Program for the Deaf
Pricing Current: As of April 1, 2005

Sign Language Interpreter Hourly Rate (per assigned interpreter) from 7 am - 6 pm:
All certifications/ratings billed at same rates

Requested more than 4 days	Base rate Monday-Friday	Weekends and Holidays	ERs
In advance:	\$52.00	\$55.00	\$75.00

Requested 4 days - +24 hours	Base rate Monday-Friday	Weekends and Holidays	ERs
In advance:	\$52.00	\$55.00	\$75.00

Requested less than 24 hours	Base rate Monday-Friday	Weekends and Holidays	ERs
In advance:	\$52.00	\$55.00	\$75.00

Sign Language Interpreter Hourly Rate (per assigned interpreter) from 6 pm - 7 am:
All certifications/ratings billed at same rates

Requested more than 4 days	Base rate Monday-Friday	Weekends and Holidays	ERs
In advance:	\$55.00	\$55.00	\$75.00

Requested 4 days - +24 hours	Base rate Monday-Friday	Weekends and Holidays	ERs
In advance:	\$55.00	\$55.00	\$75.00

Requested less than 24 hours	Base rate Monday-Friday	Weekends and Holidays	ERs
In advance:	\$55.00	\$55.00	\$75.00



Contract No.: AD020097-005-A6
Contract Name: Sign Language Interpreting Services
Contractor: Finger Works
Pricing Current: As of April 12, 2005

Sign language Interpretation and Oral Interpretation (2 hour minimum):

Hourly Rate requested more than 4 days in advance:

From 7am to 6pm:	\$48
From 6pm to 7am:	\$50

Hourly rate requested 4 days to +24 hours in advance:

From 7am to 6pm:	\$50
From 6pm to 7am:	\$56

Hourly rate requested 24 hours to 0 hours in advance:

From 7am to 6pm:	\$64
From 6pm to 7am:	\$70

For Educational Interpreting (2 hour minimum):

Hourly Rate requested more than 4 days in advance:

From 7am to 6pm:	\$48
From 6pm to 7am:	\$52

Hourly rate requested 4 days to +24 hours in advance:

From 7am to 6pm:	\$52
From 6pm to 7am:	\$57

Hourly rate requested 24 hours to 0 hours in advance:

From 7am to 6pm:	\$64
From 6pm to 7am:	\$69



Contract No.: AD020097-006-A6
Contract Name: Sign Language Interpreting Services
Contractor: Arizona Freelance Interpreting Services – Helen Young
Pricing Current: As of March 28, 2005

Sign Language Services: (2-hour minimum)

Hourly Rate requested more than 24 hours in advance: \$49 per hour

Night Rate from 6:00pm – 7:00am Non-Educational: \$52 per hour

Hourly Rate from 7:00 am-10:00pm Educational: \$49 per hour

Night Rate from 10:00pm- 7:00am Educational: \$52 per hour

**Hourly rate requested 24 to 0 hours in advance
(Late Requests):** \$52 per hour

Hourly Rate weekends, holidays: \$52 per hour

Real Time Closed Captioning: (2-hour minimum)

Hourly Rate requested more than 24 hours in advance: \$100 per hour

**Hourly rate requested 24 to 0 hours in advance:
(Late Requests)** \$120 per hour



Contract No.: AD020097-008-A4
Contract Name: Sign Language Interpreting Services
Contractor: Hands Above the Rest Interpreting Services, Holly L. Wilson
Pricing Current: As of March 22, 2005

The offeror shall provide firm, fixed hourly and daily rates for interpreter services and/or real time captioning services they propose to provide as specified within the Scope of Work.

Requested More than 4 Days in Advance	Requested 4 days to +24 hrs in Advance	Requested Less than 24 hrs in Advance
--	---	--

1. Sign Language Interpreter Hourly Rate (per assigned interpreter)
Monday through Friday, 7:00 AM to 6:00 PM

Certification:

1.1	RID, SC:L, CDI	\$45.58/hr	\$48.76/hr	\$56.18/hr
1.2	RID, CI/CT, CI, CT, OIC, CDI-P	\$43.46/hr	\$46.64/hr	\$54.06/hr
1.3	NAD IV, V, III	\$43.46/hr	\$46.64/hr	\$54.06/hr
1.4	IQAS Novice or Higher	\$43.46/hr	\$46.64/hr	\$54.06/hr

2. Sign Language Interpreter Hourly Rate (per assigned interpreter)
Monday through Friday, 6:00 PM to 7:00 AM, Weekends and Holidays

Certification:

2.1	RID, SC:L, CDI	\$50.88/hr	\$54.06/hr	\$61.48/hr
2.2	RID, CI/CT, CI, CT, OIC, CDI-P	\$48.76/hr	\$51.94/hr	\$59.36/hr
2.3	NAD IV, V, III	\$48.76/hr	\$51.94/hr	\$59.36/hr
2.4	IQAS Novice or Higher	\$48.76/hr	\$51.94/hr	\$59.36/hr

3. Sign Language Interpreter Daily Rate (per assigned interpreter)
For assignment exceeding 6 hours in one day.

A. Monday through Friday, 7:00 AM to 6:00 PM

Certification:

3.1	RID, SC:L, CDI	\$45.58/hr	\$48.76/hr	\$56.18/hr
3.2	RID, CI/CT, CI, CT, OIC, CDI-P	\$43.46/hr	\$46.64/hr	\$54.06/hr
3.3	NAD IV, V, III	\$43.46/hr	\$46.64/hr	\$54.06/hr
3.4	IQAS Novice or Higher	\$43.46/hr	\$46.64/hr	\$54.06/hr

B. Monday through Friday, 6:00 PM to 7:00 AM, Weekends and Holidays

Certification:

3.5	RID, SC:L, CDI	\$50.88/hr	\$54.06/hr	\$61.48/hr
3.6	RID, CI/CT, CI, CT, OIC, CDI-P	\$48.76/hr	\$51.94/hr	\$59.36/hr
3.7	NAD IV, V, III	\$48.76/hr	\$51.94/hr	\$59.36/hr
3.8	IQAS Novice or Higher	\$48.76/hr	\$51.94/hr	\$59.36/hr



		Requested More than 4 Days in Advance	Requested 4 days to +24 hrs in Advance	Requested Less than 24 hrs in Advance
4. Rates for provision of oral interpreting services (per assigned interpreter):				
A. Monday through Friday, 7:00 AM to 6:00 PM				
4.1	Hourly Rate	\$43.46	\$46.64	\$54.06
4.2	Minimum Hours	2	2	2
4.3	Daily Rate (See "Clarification")	\$347.68	\$373.12	\$432.48
B. Monday through Friday, 6:00 PM to 7:00 AM, Weekends and Holidays				
4.4	Hourly Rate	\$48.76	\$51.94	\$59.36
4.5	Minimum Hours	2	2	2
4.6	Daily Rate (See "Clarification")	\$390.08	\$415.52	\$474.88
5. CDI Rate (per assigned interpreter)				
A. Monday through Friday 7:00 AM to 6:00 PM		\$43.46	\$46.64	\$54.06
B. Monday through Friday 6:00 PM to 7:00 AM, Weekends and Holidays		\$48.76	\$51.94	\$59.36
6. "Educational Interpreters" Rate (per assigned interpreter) Note: no increase rate				
A. Monday through Friday 7:00 AM to 6:00 PM		\$69.00	\$73.00	\$79.00
B. Monday through Friday 6:00 PM to 7:00 AM, Weekends and Holidays		\$74.00	\$77.00	\$84.00
7. Real Time Captioning Rate: N/A				
8. "Sign Out" TV Program Interpreters (per interpreter): per 2-1/4 hours taping session		\$206.70		
9. Hourly rate applicable to travel time: per hour of travel time		\$31.80		